

# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 12

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W912DW-04-P-0067				2. DELIVERY ORDER/ CALL NO. W912DW		3. DATE OF ORDER/CALL 2003 Dec 31		4. REQ./ PURCH. REQUEST NO. See Schedule		5. PRIORITY									
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329				7. ADMINISTERED BY USA ENGINEER DISTRICT, SEATTLE SCOTT BRITT PH:206-764-3517 FAX: 206-764-6817 SCOTT.W.BRITT@US.ARMY.MIL SEATTLE WA		8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER  (See Schedule if other)													
9. CONTRACTOR AMERICAN INDUSTRIAL BRAKE & SUPPLY, INC. JACK S. JEWELL 3200 W. 71ST AVE #13 WESTMINSTER CO 80030-5445				10. DELIVER TO FOB POINT BY (Date) <b>SEE SCHEDULE</b>		11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED													
14. SHIP TO SERVICE SECTION(CJ) WAREHOUSE HIGHWAY 17 PEARL HILL ROAD ATTN: WAREHOU BRIDGEPORT WA 98813-1120				15. PAYMENT WILL BE MADE BY GOVERNMENT-WIDE COMMERCIAL CREDIT CARD SEE SCHEDULE FOR FURTHER INFORMATION US ARMY CORPS OF ENGINEERS SEATTLE WA 98124-3755		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15													
16. TYPE OF ORDER DELIVERY/ CALL PURCHASE <input checked="" type="checkbox"/>				This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your quote dated 23-Dec-2003 Furnish the following on terms specified herein. REF:															
<p>ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED. SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.</p> <table style="width:100%;"> <tr> <td>NAME OF CONTRACTOR</td> <td>SIGNATURE</td> <td>TYPED NAME AND TITLE</td> <td>DATE SIGNED (YYYYMMDD)</td> </tr> <tr> <td><input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:</td> <td></td> <td></td> <td></td> </tr> </table>												NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)	<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			
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<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:																			
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE <b>See Schedule</b>																			
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT											
	<b>SEE SCHEDULE</b>																		
24. UNITED STATES OF AMERICA TEL: (206) 764-6698 EMAIL: elaine.m.ebert@usace.army.mil BY: ELAINE M EBERT					25. TOTAL \$21,382.25 29. DIFFERENCES														
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED DATE SIGNATURE OF AUTHORIZED GOVT. REP.					27. SHIP NO.  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		28. DO VOUCHER NO.  32. PAID BY		30. INITIALS  33. AMOUNT VERIFIED CORRECT FOR										
36. I certify this account is correct and proper for payment. DATE SIGNATURE AND TITLE OF CERTIFYING OFFICER					31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER		35. BILL OF LADING NO.										
37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.														

Section B - Supplies or Services and Prices

NOTES

DELIVERY DATE: 6 February, 2004

PAYMENT METHOD: VISA

CARD HOLDER: **Scott W. Britt**

CARD NUMBER: 4716 3000 XXXX XXXX

EXP DATE: XX / XX

Contact cardholder for complete information (206) 764-3517.

Request invoice copy sent to address in Block 9, e-mailed to [scott.w.britt@usace.army.mil](mailto:scott.w.britt@usace.army.mil), or faxed ATTN Scott Britt (206) 764-6817.

CF:     CONTRACTOR: saj1244@aol.com  
          CENWS-CT-PR Scott Britt  
          CENWS-OD-CJ Allen Budravage  
          CENWS-OD-CJ Nancy Cornehl  
          CENWS-OD-CJ Sandra Harvey  
          File

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BRAKE PADS, NON-ASBESTOS, MAIN UNIT FFP PROVIDE 48 NON-ASBESTOS BRAKE PADS FOR MAIN UNIT GENERATORS 17 THRU 27 IN ACCORDANCE WITH THE INCORPORATED STATEMENT OF WORK/SPECIFICATIONS. PURCHASE REQUEST NUMBER: W68MD9-3324-5915	48	Each	\$401.31	\$19,262.88
					<hr/>
NET AMT					\$19,262.88
ACRN AA Funded Amount					\$19,262.88

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FOB DESTINATION FREIGHT/SHIPPING FFP TO THE FOLLOWING ADDRESS: SERVICE SECTION(CJ) WAREHOUSE HIGHWAY 17 PEARL HILL ROAD ATTN: WAREHOUSE BRIDGEPORT WA 98813-1120 TEL: 509-686-5501 X253 PURCHASE REQUEST NUMBER: W68MD9-3324-5915-0001	1	Lump Sum	\$2,119.37	\$2,119.37
					<hr/>
NET AMT					\$2,119.37
ACRN AA Funded Amount					\$2,119.37

FOB: Destination

SPECIFICATIONS

**Statement of Work/Specifications  
for Main Unit Brake Pads  
Chief Joseph Dam, Bridgeport, WA**

- A. Using the following specifications, the Vendor is to provide non-asbestos brake pads for main unit generators 17 thru 27 at Chief Joseph Dam Project:
1. Brake pads shall meet specifications of DACW67 – 90 – B – 0039 for General Electric units – Attached..
  2. Supply 48 ea. brake pads as per print # CJP - O & M – 420 for New Units in Table 1 - Attached.

## SECTION C – SPECIFICATIONS

## 1.0 GENERAL

1.1 Brake pads furnished under this contract shall be installed by the Government on 16 Westinghouse and 11 General Electric vertical waterwheel generators rated at 88 MW and 95 MW respectively.

1.2 Pertinent data on these generators follows:

1.2.1 Rotating mass (Approximately):

<u>Westinghouse</u>	<u>General Electric</u>
850,000 pounds	750,000 pounds

1.2.2 WR (including generator and turbine) - Approximate

<u>Westinghouse</u>	<u>General Electric</u>
98,000,000 LB-FT	110,000,000 LB-FT

1.2.3 Mean brake radius is:

<u>Westinghouse</u>	<u>General Electric</u>
10 feet	12 feet
(6 pads/unit)	(4 pads/unit)

1.2.4 Generator rated speed:

<u>Westinghouse</u>	<u>General Electric</u>
100RPM	112 RPM

1.2.5 Speed when brakes applied under normal conditions:

<u>Westinghouse</u>	<u>General Electric</u>
30RPM	33 1/3 RPM

1.2.6 Braking pressure (pad to runner) is approximately 7 PSI.

1.2.7 Jacking pressure (pad to runner) is about 750 PSI.

1.3 The brake lining shall be ASBESTOS FREE and shall not produce toxic products under any braking operation.

1.4 Static jacking of the generator rotating components is performed during certain procedures.

## 2.0 Requirements:

2.1 Testing: SAE J661a Brake Lining Quality Control Test Procedure shall be used to establish characteristics of brake pad material furnished. See attached SAE J661a.

2.1.1 Friction: Brake pad material shall have a coefficient of friction equal to  $0.41 \pm 400$  degrees F, 150 PSI and 20 ft./sec.

2.1.2 Rate of Wear: Wear shall not exceed 0.017 inch when tested in conformance with SAE J661a.

2.1.3 First Fade Run - Friction: Friction shall not drop below 0.33 at 200 degrees F or 0.39 at 550 degrees F.

2.1.4 Second Fade Run - Friction: Friction shall not drop below 0.39 throughout the temperature range of 200 degrees to 605 degrees F.

2.2 Additional Requirements:

2.2.1 Brake material shall operate satisfactorily:

2.2.1.1 in a dry or oil vapor environment.

2.2.1.2 up to rubbing speeds of 75000 feet per minute.

2.2.1.3 up to brake runner temperatures of 750 degrees F.

2.2.1.4 up to brake pressures of 150 pounds per square inch under dynamic conditions.

2.2.1.5 under shock loads presented by segmented brake runner.

2.2.1.6 when supporting loads up to 750 pounds per square inch under static conditions  
Brake material must not deform or suffer any damage under these loads which may prevail for long periods during an overhaul.

2.3 Brake runner wear shall not exceed 0.010 inch per each one inch of brake pad wear (brake pad set average).

2.4 Brake pads shall be manufactured to conform with drawings CJP O&M-420, Rev 2, 2 August 1985 and CJP O&M-430, 1 August 1985.

3.0 Contractor Requirements:

3.1 Contractor shall have produced the brake material offered for a period of at least 2 calendar years.

3.2 The brake material offered shall have operated satisfactorily in similar applications for a period of approximately one calendar year.

3.3 Contractor shall provide with bid the following information:

3.3.1 Certified test report (SAE J661a) on identical material (catalog number) to be furnished which shows compliance with the requirements in Paragraph 2.0 of these specifications.

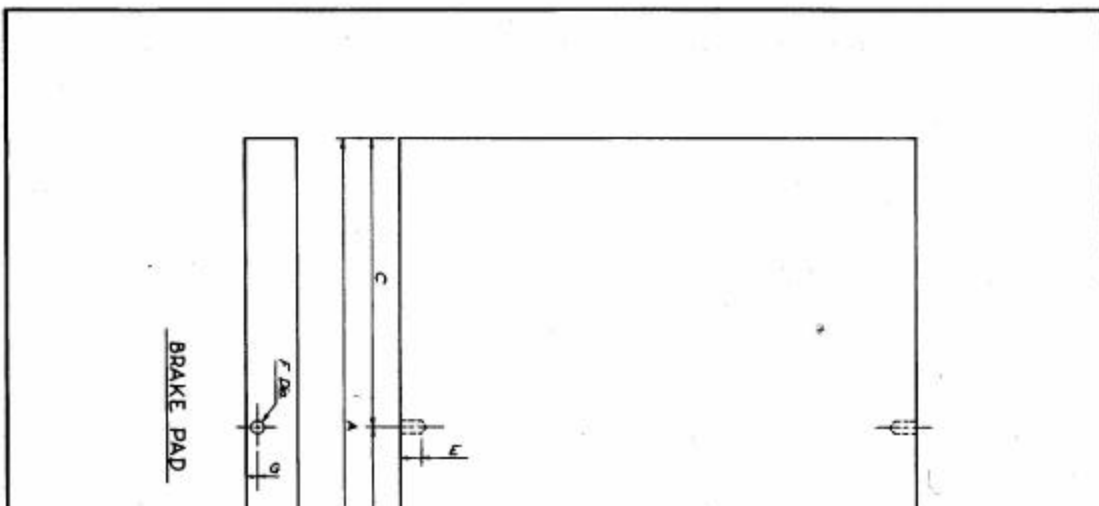
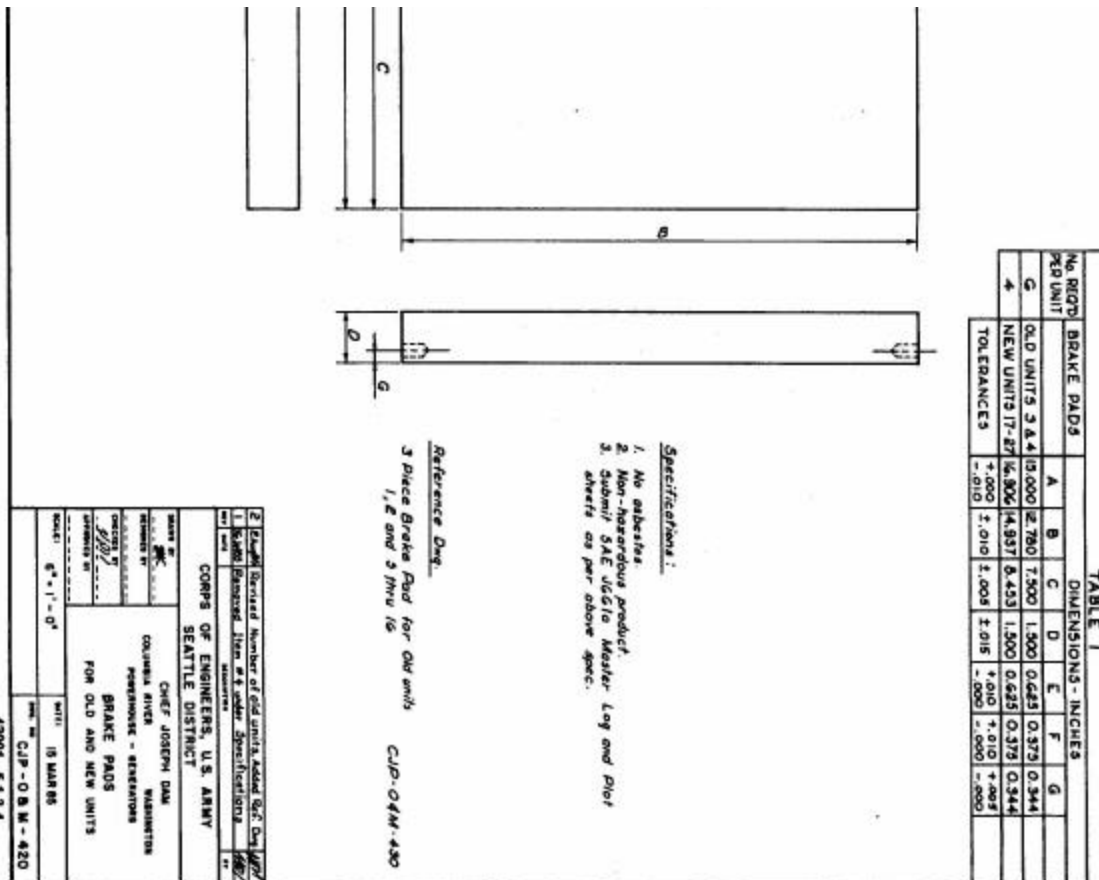
3.3.2 A letter signed by an authorized representative stating length of time brake material has been on the commercial market and where the material is being used in similar applications with satisfactory results. This letter shall also provide information on compliance with brake material requirements in paragraph 2.0 not included in the SAE J661a test report.

#### 4.0 Government Furnished Property (GFP)

4.1 The Government will furnish to the contractor upon award one pad for each type of the "old units" and one pad for the "new units" to be used by the Contractor as samples. These pads are to be returned to the Government upon completion of the contract.

4.2 The Government will require 14 calendar days to inspect the brake pads after receipt at the Chief Joseph Dam Project

#### SPECIFICATIONS DRAWING





## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082433 260000309D003200 NA 96453  
AMOUNT: \$2,119.37

AA: 96X31230000 082433 260000309D003200 NA 96453  
COST 000000000000  
CODE:  
AMOUNT: \$19,262.88

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.201-4001                      Successor Contracting Officers                      DEC 1999

## CLAUSES INCORPORATED BY FULL TEXT

52.213-4    TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)  
(OCT 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Oct 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (APR 2003).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Sept 2002) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www.farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)